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est on advances to him by his wife in the absence of a special agreement to that effect.

On money paid on account of another, or to the use or benefit of another, or at the request of another, interest is allowable from the time payment is made. *Hodges v. Hodges*, 9 R. I. 32. A husband and wife may enter into the relation of debtor and creditor. *Rowland v. Plumme*, 50 Ala. 182; *Logan v. Hall*, 19 Iowa 491. But mere delivery of money without other evidence of a contract raises no legal presumption that the transaction was a loan. *Coburn v. Storer*, 67 N. H. 86. Therefore the wife's right as a creditor must be clearly established. *Hamill's Appeal*, 88 Pa. 363; *Brady v. Brady*, 58 Atl. (N. J.) 931. Hence if the husband and wife treat each other as borrower and lender and there is nothing which would make it inequitable to require the payment of interest, it should be allowed. *Hodges v. Hodges, supra*. On principle, a wife should be allowed interest on loans to her husband the same as on loans to a stranger. Where a loan has been clearly shown, there is no logical reason for requiring further evidence of a promise to pay interest on the loan.

INFANTS—CONTRACTS—DISAFFIRMANCE.—CHAMBERS ET AL. V. CHATTANOOGA UNION RY. CO. ET AL., 171 S. W. (TENN.) 84.—*Dictum*: If a female infant contracts as to realty and then, before attaining majority, marries, she must disaffirm the contract within a reasonable time after coming of age, if at all.

In Tennessee, married women may contract only with reference to their mercantile or manufacturing business. *Shannon's Supplement to the Code of Tennessee*, Sec. 4241. In all other respects their rights are determined by common law. Throughout the country the prevailing doctrine is that if a female infant marries and then contracts, her husband being joined, she must disaffirm within a reasonable time after both the disabilities of coverture and infancy are gone, if at all. *Sims v. Bardoner*, 86 Ind. 87 (33 years after making of contract); *Matthewson v. Davis*, 2 Colo. 451; *Gaskins v. Allen*, 137 N. C. 426; *Sims v. Everhardt*, 102 U. S. 300. No infant may disaffirm a contract concerning real property until majority is attained. *Zouch v. Parsons*, 3 Burr. 1808; *Tucker v. Moreland*, 10 Pet. 58; *Shipley v. Bunn*, 125 Mo. 445; *Shroyer v. Pittenger*, 31 Ind. App. 158. Hence the infant in the principal case could not disaffirm until after marriage (which occurred before majority) because of infancy, and could not during coverture. So sound reason would seem to point out that she should have until a reasonable time after discoverture in which to disaffirm. The dictum is erroneous on common law principles.

INFANTS—CONTRACTS.—CHAMBERS V. CHATTANOOGA UNION RY. CO., 171 S. W. (TENN.) 84.—*Held*, that when the court can pronounce the contract to be to the infant's prejudice, it is void; when to his benefit, as for necessities, it is good; and, when the contract is of an uncertain nature as to benefit or prejudice, it is voidable only at the election of the